OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Notification No. E. 375—1346-28, *dated 25th April* 1929.

In supersession of notification dated 10th March 1929, published on pages 298-300, 311-313 and 335-338 of Part VI of the *Mysore Gazette*, dated 14th, 21st and 28th March 1929, respectively, it is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931, in the undermentionod taluks will be sold talukwar, hobliwar, firkawar or in smaller units as the case may be, by public auction in the Court Hall of the Deputy Commissioner's Office at Bangalore, on Monday the 27th May 1929, by the Deputy Commissioner, Bangalore District, with the help of the District Forest Officer of the same district.

N. B.—(1) Such of the District Forest Officers of the other districts as are deputed by the Chief Conservator of Forests will also be present at the sales.

(2) *Will be sold Firkawar.

(3) If the majority of the bidders present at the sales desire that any other taluk not marked with asterisk is to be sold firkawar, it will be done so.

The sales of the several districts and divisions, will be held in the order in which they are shown below :—

Taluks Comprised.

(1) Mysore District.—
1 Mysore
2 Heggaddevankote
3 Hunsur
4 Yedatore
5 Krishnarajpete
6 Nagamangala
7 Mandya
8 Malvalli
9 Seringapatam
10 French Rocks Sub-Tuluk
11 Nanjangud
12 Gundlupet
13 Chamrajnagar
14 T-Narsipur
15 Periyapatna Sub-Taluk

(2) Bangalore District.—
1 Bangalore
2 Hoskote
3 Devanhalli
4 Dodballapur
5 Kankanhalli
6 Magadi
7 Anekal
8 Channapatna
9 Nelamangala
10 Closepet

(3) Kolar District.—
1 Kolar
2 Mulbagal
3 Chintamani
4 Bagepalli
5 Sidlaghatta
6 Srinivaspur
7 Goribidnur
8 Chickballapur
9 Bowringpet
10 Malur
11 Gudibanda Sub-Taluk

(4) Tumkur District—
1 Tumkur*
2 Madhugiri*
3 Pavagada*
4 Sira*
5 Chiknayakanhalli*
6 Tiptur*
7 Gubbi*
8 Kunigal*
9 Koratagere
10 Turuvekere Sub-Taluk*

(5) Chitaldrug District.—
1 Chitaldrug*
2 Challakere*
3 Jagalur
4 Hiriyur*
5 Holalkere
6 Davangere
7 Molakalmuru*
8 Hosdurga*
9 Harihar Sub-Taluk

(6) Hassan District.—
1 Hassan
2 Channarayapatna
3 Hole-Narsipur
4 Arkalgud
5 Belur
6 Manjarabad
7 Arsikere
8 Alur Sub-Taluk

(7) Kadur Division—
1 Mudgere
2 Chikmagalur
3 Kadur
4 Koppa

(8) Bhadravati Division.—
1 Tarikere
2 Narasimharajapura Sub-Taluk
3 Channagiri

(9) Shimoga Division.—
1 Shimoga
2 Honnali
3 Tirthahalli
4 Kumsi Sub-Taluk

(10) Sagar Division.—
1 Sagar
2 Sorab
3 Shikarpur
4 Nagar

Remarks.—Includes produce on all Government unoccupied lands, Amurt Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 NOON, and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produce a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests who, at his discretion, may accept or reject the higest or any other bid, without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses ahall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed, by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the suucessful bidder shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreemeet with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering, on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held reponsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(2) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

1st instalment on or before 1st November 1929.
2nd do do 1st March 1930.
3rd do on the 1st July 1930 or the next working day if 1st July 1930 is a general holiday.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agent or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Department of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests neither before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequently excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

B. V. RAMAIENGAR,
Chief Conservator of Forests.